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6 UNITED STATES DISTRICT COURT  
7 WESTERN DISTRICT OF WASHINGTON  
8 AT TACOMA

9 CHERYL KARR,

10 Plaintiff,

11 v.

12 NANCY A. BERRYHILL, Acting  
13 Commissioner of Social Security,<sup>1</sup>

14 Defendant.

CASE NO. 3:15-CV-05827-DWC

ORDER GRANTING MOTION FOR  
ATTORNEY'S FEES PURSUANT TO  
42 U.S.C. § 406(b)

15 Presently before the Court is Plaintiff Cheryl Karr's Motion for Attorney's Fees Pursuant  
16 to 42 U.S.C. § 406(b). Dkt. 29. Pursuant to 28 U.S.C. § 636(c), Federal Rule of Civil Procedure  
17 73 and Local Rule MJR 13, the parties have consented to have this matter heard by the  
18 undersigned Magistrate Judge. *See* Dkt. 6.

19 Under 42 U.S.C. § 406(b), the Court may allow a reasonable fee for an attorney who  
20 represented a Social Security Title II claimant before the Court and obtained a favorable  
21 judgment, as long as such fee is not in excess of 25% of the total past-due benefits. *See*  
22 *Grisbrecht v. Barnhart*, 535 U.S. 789 (2002). When a contingency agreement applies, the Court  
will look first to such agreement and will conduct an independent review to assure the

23 <sup>1</sup> Nancy A. Berryhill became the Acting Commissioner of Social Security on January 23, 2017, and is  
24 substituted as Defendant for former Acting Commissioner Carolyn W. Colvin. 42 U.S.C. § 405(g); Fed. R. Civ. P.  
25(d)(1).

1 | reasonableness of the fee requested, taking into consideration the character of the representation  
2 | and results achieved. *See Grisbrecht*, 535 U.S. at 807, 808. Although the fee agreement is the  
3 | primary means for determining the fee, the Court may reduce the fee for substandard  
4 | representation, delay by the attorney, or because a windfall would result from the requested fee.  
5 | *See Crawford v. Astrue*, 586 F.3d 1142, 1151 (9th Cir. 2009) (*citing Grisbrecht*, 535 U.S. at  
6 | 808).

7 |         Here, Plaintiff signed a contingency fee agreement agreeing to pay her attorney a fee  
8 | equal to 25% of the her past-due benefits. *See* Dkt. 29-4. The representation was not substandard  
9 | and the results achieved were excellent. *See* Dkt. 24, 26, 29-3; *Grisbrecht*, 535 U.S. at 808.  
10 | Defendant stipulated to a remand of the case after Plaintiff filed her Opening Brief and,  
11 | following remand, Plaintiff was awarded benefits. *See* Dkt. 16, 20, 29-3. There is no evidence of  
12 | an excessive delay by the attorney or that a windfall will result from the requested fee. Further,  
13 | Defendant does not object to the requested fee. Dkt. 30.

14 |         Plaintiff moves for attorney's fees in the amount of \$16,358.00, which is 25% of  
15 | Plaintiff's total past-due benefits. *See* Dkt. 29, 29-3, p. 4. Previously, Plaintiff was awarded an  
16 | attorney fee of \$7,040.36 under the Equal Access to Justice Act ("EAJA"). *See* Dkt. 28.  
17 | Therefore, Plaintiff is moving for a net attorney's fee award of \$9,317.64. Based on Plaintiff's  
18 | Motion and supporting documents (Dkt. 29, 29-2 – 29-5), and as Defendant does not object, the  
19 | Court orders attorney's fees in the amount of \$9,317.64 be awarded to Plaintiff's attorney  
20 | pursuant to 42 U.S.C. § 406(b).

21 |         Dated this 28th day of April, 2017.

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24 | David W. Christel  
United States Magistrate Judge